Kenya Electricity Generating Company Limited

KGN-TS-01-2010

TENDER FOR PROCUREMENT OF VARIOUS ELECTRICAL TEST EQUIPMENTS - FOR CENTRAL WORKSHOP

Kenya Electricity Generating Company Ltd
Stima Plaza, Kolobot Road, Parklands
P.O BOX 47936, 00100
NAIROBI.
Website: www.kengen.co.ke

September, 2010

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SECTION A

INVITATION TO TENDER

The Company invites sealed tenders from eligible candidates for the **Supply of Various Electrical Test Equipments for Central Workshop Mombasa Road Nairobi**, whose specifications are detailed in the Tender Documents.

Interested eligible candidates may obtain further information from, and inspect the Tender Documents at the office of:

Supply Chain Manager,
Tel: (254) (020) 3666204
Fax: (254) (020) 3666200
Email: pkimemia@kengen.co.ke
ckiara@kengen.co.ke
komar@kengen.co.ke

Where the tender document may be collected upon payment of a non-refundable fee of **KShs.3,000.00** paid in cash at any KenGen office or through a banker's cheque. The document can also be viewed and downloaded from the website www.kengen.co.ke and **the payment evidence MUST be submitted with the tender document.** Bidders who download the tender document from the website **must forward their particulars immediately for records and any further tender clarifications and addenda** and will be required to pay a reduced fee of **Kshs.2,000.00**

Tenders must be accompanied by a security in the form and amount specified in the tender documents, and must be delivered to:

Company Secretary, Legal & Corporate Affairs Director
Kenya Electricity Generating Co. Ltd.
7th Floor, Stima Plaza Phase III
Kolobot Road, Parklands
P O Box 47936 - 00100
NAIROBI, KENYA

On or before: **19th October 2010 at 2.00 p.m.**

Tenders will be opened immediately thereafter in the presence of the candidates' representatives who choose to attend on date and time at Stima Plaza Phase III, Executive Committee Room, 7th Floor on **19th October 2010 at 2.30 p.m.**

SUPPLY CHAIN MANAGER

SECTION B

GENERAL INFORMATION

Introduction

1. Eligible Tenderers

1.1 This Invitation for Tenders is open to all tenderers eligible as described in the tender documents. Successful tenderers shall complete the supply of goods by the intended date specified in the tender documents.

1.2 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of Spare parts for goods under this Invitation for tender.

1.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2. Eligible Goods

2.1 All Goods to be supplied under the contract shall have their origin in eligible source countries

2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

2.3 The origin of the Goods is distinct from the nationality of the tenderer.

3. Cost of Tendering

The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Kenya Electricity Generating Company Limited, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

The Tender Document

4 Contents

4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders.

(i) Invitation for Tenders
(ii) General information
(iii) General Conditions of Contract
(iv) Special Conditions of Contract
(v) Schedule of Requirements & Technical Specifications
(vi) Tender Form and Price Schedules
(vii) Tender Security Form
(viii) Contract Form
(ix) Performance Security Form

4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

5.Clarification of Documents

5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by cable (hereinafter, the term *cable* is deemed to include facsimile) at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than **Five (5) days** prior to the deadline for the submission of tenders, prescribed by the Procuring entity. Written copies of the Procuring entity response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderer that have received the tender document.

6.Amendment of Documents

6.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.

6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by cable, and will be binding on them.

6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

Preparation of Tenders

7.Language of Tender

7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and Procuring entity, shall be written in English

language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

8.Documents Comprising the Tender

8.1 The tender prepared by the tenderer shall comprise the following components:

(a) a Tender Form and a Price Schedule completed in accordance with paragraph 9,10 and 11 below

(b) documentary evidence established in accordance with paragraph 12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) documentary evidence established in accordance with paragraph 13 that the Goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and

(d) tender security furnished in accordance with paragraph 14

9.Tender Form

9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the Goods, to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

10.Tender Prices

10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of services it proposes to supply under the contract.

10.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

(i) the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:

(ii) Charges for inland transportation, insurance, and other local costs incidental to deliver goods to their final destination.

10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 22.

11. Tender Currencies

11. Prices shall be quoted in the following currencies:

(a) For services that the tenderer will supply from within Kenya, the prices shall be quoted in Kenya shillings; and

(b) For services that the tenderer will supply from outside Kenya, the prices shall be quoted in US dollars or in another freely convertible currency.

12. Tenderers Eligibility and Qualifications.

12.1 Pursuant to paragraph 1 of section B, the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph I of section B.

12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction:

(a) that the tenderer has the financial, technical, and production capability necessary to perform the contract;

(b) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

13. Goods' Eligibility and Conformity to Tender Document.

13.1 Pursuant paragraph 2 of this section, the tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all Goods which the tenderer proposes to supply under the contract.

13.2 The documentary evidence of the eligibility of the Goods shall consist of a statement in the Price Schedule of the country of origin of the Goods and services offered which a certificate of origin issued at the time of shipment.

13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

(a) a detailed description of the essential technical and performance characteristics of the Goods

(b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and

(c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

13.4 For purposes of the commentary to be furnished pursuant to paragraph 13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

14.Tender Security

14.1 **The tenderer shall furnish, as part of its tender a Tender Security for the amount of 2% of tender value.**

14.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 14.7

14.3 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.

14.4 Any tender not secured in accordance with paragraph 14.1 and 14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 22.

14.5 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.

14.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 30, and furnishing the performance security, pursuant to paragraph 31.

14.7 The tender security may be forfeited:

(a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or

(b) in the case of a successful tenderer, if the tenderer fails:

(i) to sign the contract in accordance with paragraph30 or

(ii) To furnish performance security in accordance with paragraph 31.

15. Validity of Tenders

15.1 Tenders shall remain valid for **90 days** or as specified in the tender documents after date of tender opening prescribed by the Kenya Electricity Generating Company Limited, pursuant to paragraph 18.A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.

15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

16.Format and Signing of Tender

16.1 The tenderer shall prepare TWO copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

16.3 The tender shall have no interlineation, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

Submission of Tenders

17.Sealing and Marking of Tenders

17.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

17.2 The inner and outer envelopes shall :

(a) be addressed to the Procuring entity at the following address:

Company Secretary, Legal & Corporate Affairs Director
Kenya Electricity Generating Co. Ltd.
7th Floor, Stima Plaza Phase III
Kolobot Road, Parklands
P O Box 47936-00100
NAIROBI, KENYA.

bear**, "TENDER FOR PROCUREMENT OF VARIOUS ELECTRICAL TEST EQUIPMENTS FOR CENTRAL WORKSHOP"** . 'The Invitation for tenders (IFT), and the words: "**DO NOT OPEN BEFORE, 19TH OCTOBER 2010 AT 2.30 P.M".** The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

17.3 If the outer envelope is not sealed and marked as required by paragraph 17.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

18.Deadline for Submission of Tenders

18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 17.2 not later than **19th October 2010 at 2:00 p.m.**

18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

19.Modification and Withdrawal of Tenders

19.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring prior to the deadline prescribed for submission of tenders.

19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 17. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

19.3 No tender may be modified after the deadline for submission of tenders.

19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 14.7

Opening and evaluation of Tenders

20. Opening of tenders.

20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **19th October 2010 at 2.30 p.m.** on 7th floor, Executive Room, Stima Plaza, Phase III, Kolobot Road, Parklands. The tenderers' representatives who are present shall sign a register evidencing their attendance.

20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Kenya Electricity Generating Company Limited, at its discretion, may consider appropriate, will be announced at the opening.

20.3 The Procuring entity will prepare minutes of the tender opening.

21.Clarification of Tenders

21.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

21.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

22.Preliminary Examination

22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

22.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

23.Evaluation and Comparison of Tenders

23.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 22.

23.2 The Procuring entity's evaluation of a tender will exclude and not take into account:

(a) in the case of Goods manufactured in Kenya or Goods of foreign origin already located in Kenya, sales and other similar taxes, which will be payable on the Goods if a contract is awarded to the tenderer; and

(b) any allowance for price adjustment during the period of execution of the contract, if provided in the tender.

23.3 The comparison shall be of the ex-factory/ex-warehouse/off-the-shelf price of the Goods offered from within Kenya, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be

incorporated in the Goods,

23.4 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors, in the manner and to the extent indicated in paragraph 23.5 and in the technical specifications:

(a) delivery schedule offered in the tender;

(b) deviations in payment schedule from that specified in the Special Conditions of Contract;

(c) the cost of components, mandatory spare parts, and service;

(d) the availability in Kenya of Goods and after-sales services for the equipment offered in the tender;

23.5 Pursuant to paragraph 23.4 the following evaluation methods will be applied:

(a) *Delivery schedule.*

(i) The Procuring entity requires that the Goods under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. Tenders offering deliveries longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) *Deviation in payment schedule.*

Tenderers shall state their tender price for the payment of schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

(c) *Spare parts and after sales service facilities.*

Tenderers must offer items with service and spares parts back-up. Documentary evidence and locations of such back- up must be given. Where a tenderer offers items without such back-up in the country, he must give documentary evidence and assurance that he will establish adequate back-up for items supplied.

24.Contacting the Procuring entity

24.1 Subject to paragraph 21, no tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

24.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

Award of Contract

25.Post-qualification

25.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

25.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 12.3, as well as such other information as the Procuring entity deems necessary and appropriate.

25.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

26.Award Criteria

26.1 Subject to paragraph 10,23 and 28 the Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

27.Procuring entity's Right to Vary quantities

27.1 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

28. Procuring entity's Right to Accept or Reject Any or All Tenders

28.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action.

29.Notification of Award

29.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

29.2 The notification of award will constitute the formation of the Contract.

30. Signing of Contract

30.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

30.2 Within fifteen (15) days of receipt of contract form, the successful tenderers shall sign and date the contract and return it to the preparing entity.

31.Performance Security

31.1 Within fifteen (15) days of the receipt of notification of award from the successful

tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

31.2 Failure of the successful tenderer to comply with the requirement of paragraph 30 or paragraph 31 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

32. Corrupt Fraudulent Practices

32.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy, the Procuring entity:-

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

32.2 Furthermore, tenderers shall be aware of the provision stated in the General Conditions of Contract.

SECTION C

GENERAL CONDITIONS OF CONTRACT

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

(a) "The Contract" means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.

(c) "The Goods" means all of **ELECTRICAL TEST EQUIPMENTS FOR CENTRAL WORKSHOP** and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.

(d) "The Procuring entity" means the organization purchasing the Goods under this Contract.

(e) "The tenderer" means the individual or firm supplying the Goods under this Contract.

2.Application

2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement of goods.

3.Country of Origin

3.1 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced.

3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

4.Standards

4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the General Conditions.

5.Use of Contract Documents and Information

5.1 The Candidate shall not, without the Procuring entity's prior written consent, disclose

the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 5.1 above.

5.3 Any document, other than the Contract itself, enumerated in paragraph 5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity.

6.Patent Rights

6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity's country.

7.Performance Security

7.1 Within fifteen (15) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract

7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to Procuring entity, in the form provided in the tender documents.

7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract.

8.Inspection and Tests

8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

8.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring entity may reject the Goods, and the tenderer shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

8.4 The Procuring entity's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring entity or its representative prior to the Goods' delivery.

8.5 Nothing in paragraph 8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

9.Packing

9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract.

10.Delivery and Documents

10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

11. Insurance

11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract

12.Payment

12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract.

12.2 Payments shall be made promptly by the Procuring entity as specified in the contract.

13.Prices

13.1 Prices charged by the tenderer for Goods delivered and Services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

14.Assignment

14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent.

15.Subcontracts

15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract.

16.Termination for Default

16.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

(a) if the tenderer fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.

(b) if the tenderer fails to perform any other obligation(s) under the Contract.

(c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

16.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar Goods

17. Liquidated Damages

17.1 If the tenderer fails to deliver any or all of the Goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed Goods up to a maximum deduction of 10% of the delayed Goods. After this the tenderer may consider termination of the contract.

18.Resolution of Disputes

18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

19.Language and Law

19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

20.Force Majeure

20.1 The tenderer shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

SECTION D

SPECIAL CONDITIONS OF CONTRACT

1. Definitions

(a) **"**Goods" means **ELECTRICAL TEST EQUIPMENTS FOR CENTRAL WORKSHOP**

(b) The "Procuring entity" is **Kenya Electricity Generating Company Limited of Stima Plaza, Kolobot Road, Parklands, P.O. Box 47936 - 00100 GPO, Nairobi. Kenya** and includes the Purchaser's legal representatives successors or assigns.

2. Applications

2.1 The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

7. Performance Security

7.1 The Performance Security shall be in the amount of **10% of the total Contract Price**

7.2 The Procuring Entity shall not be required to demonstrate the loss it has suffered.

7.3 Performance Security shall be valid for a minimum of **60** days after shipment in case of Foreign Suppliers and a minimum of **30** days after delivery in case of Local Suppliers.

7.4 Performance Security for Foreign Suppliers shall be discharged by the Procuring Entity and returned to the Suppliers not earlier than 60 days after the date of shipment. For Local Suppliers it shall be discharged after proof of satisfactory delivery and acceptance of the goods under the contract Price.

10. Delivery

The delivery is to be made to our CENTRAL WORKSHOP, MOMBASA ROAD, NAIROBI within **Eight (8)** weeks of award of contract.

12. Method of Payment

The credit period shall be:-

12.1(a) for **local suppliers**, Kenya Electricity Generating Company's payment terms are 30 days upon receipt of certified invoices and delivery notes confirming that the invoiced material has been delivered and are in accordance with the contract.

(b) for **overseas suppliers**, payments shall be effected upon presentation of a complete set of shipping documents to the advising bank as will be stipulated in the Letter of Credit (LC)

(b) <u>For Foreign Suppliers</u>

Payment shall be through an LC under the following conditions:-

(i) The supplier shall be required to meet all LC bank charges incurred in their country, while KenGen shall meet those incurred in Kenya

(iii) Any extension and or amendment charges and other costs that may result from the Supplier's delays, requests, mistakes or occasioned howsoever by the Supplier shall be to the Beneficiary's account.

(iv) The maximum number of LC extensions shall be limited to a maximum of two (2) only, but not exceeding one quarter (3 months) each, at the cost of the beneficiary.

(v) Should the Supplier require a confirmed LC, then all confirmation and any other related charges levied by both the Supplier's and Procuring Entity's bank shall be to the Beneficiary's account.

(vi) The LC shall be opened only for the specific Order within the validity period of the contract

(vii) LC's shall be partial for partial deliveries or full for one delivery as per the contract.

(viii) The Supplier shall be required to submit a proforma invoice for each lot or schedule for use in the placement of order and opening of the LC. The Proforma Invoice shall be on total Cost and Freight (CFR) basis showing the freight charges separately from the Free on Board (FOB) cost. KenGen will meet the Freight Insurance cost.

(viii) A copy of the Performance Security, stamped and certified as authentic by the Procuring entity, whose expiry date should **not be less than 30 days from the LC expiry date,** shall form part of the documents to be presented to the Bank before any payment is made.

(c) <u>Advance Payment</u>

Advance Payment is not applicable.

21. <u>Manufacturers' Authorization.</u>

For goods that the manufacturer does not manufacture, the Manufacturers authorization form must be submitted in the manufacturer's letterhead.

22. <u>Notices:</u>

For the Purchaser:

Company Secretary, Legal & Corporate Affairs Director
Kenya Electricity Generating Company Limited
Stima Plaza Phase III, Kolobot Road, Parklands
P.O Box 47936- 00100,
NAIROBI.
TEL: 3666706 FAX (254) (020) 3666200

For the Supplier:

SECTION E

SCHEDULE OF REQUIREMENTS

TENDER FOR PROCUREMENT OF VARIOUS ELECTRICAL TEST EQUIPMENTS FOR CENTRAL WORKSHOP

GENERAL

1. The **Brand** and **Country** of origin should be specified. European and USA Brands are preferred.

2. Documents

The following documents shall be provided with your offer:

- References
- Brochures etc,

3. DELIVERY

The delivery is to be made to our CENTRAL WORKSHOP, MOMBASA ROAD, NAIROBI within **Eight (8)** weeks of award of contract.

SECTION F

TECHNICAL SPECIFICATIONS & PRICE SCHEDULE

(a) AUTOMATIC CAPACITANCE & TAN DELTA TEST SET

Technical description	Requirements	Proposals
Output voltage	0 to 12 kV	
Output current	100 mA continuous at 10kv; 200 mA for > 30 min. at 10 Kv; 300 mA for > 4 min. at 10 Kv. All values achievable at maximum Operating temperature 50°C	
Input power	240 V AC; 47 to 63 Hz with no loss in performance when used with portable generator; 10A max at 220 V; Auto selectable; no reconfiguration hardware required.	
Output power	3 KVA	
Measurement range and resolution: **1.Test frequency:** 1.1 Range; 1.2 Resolution; 1.3 Accuracy. **2. Test voltage:** 2.1 Range; 2.2 Resolution; 2.3 Accuracy. **3.Measured Test current:** 3.1.1 Range; 3.2 Resolution; 3.3 Accuracy. **4. Capacitance:** 4.1.1 Range; 4.2 Resolution; 4.3 Accuracy. **5. Inductance** 5.1.1 Range; 5.2 Resolution;	 45 to 70 Hz independent of input signal 0,1 Hz ±1% of reading. 25V to 12 kV; 1 V; ±1% of reading, ± 1 V. 0 to 5,0 A; 0,1 µA; ±1% of reading,± 1 µA. 0 to 100µf; 0,1 pF; ±0,5% of reading,± 1 pF. 6H to 10 MH; 0,01H;	

5.3 Accuracy.	±0.5% of reading.	
6.Dissipation factor /Tanδ: 6.1 Range; % DF **%** Tanδ 6.2 Resolution; 6.3 Accuracy; %DF % Tanδ **7. Temperature measurement:** 7.1 Range. 7.2 Resolution; **7.3** Accuracy.	 0 to ± 100,00% ; 0 to ± 999,99% ; 0,01% ± 1% of reading; ±0,04%. 0 °C to +50 °C; 0,1°C; ±4°C.	
8. Power; 8.1 Range. 8.2 Resolution. 8.3 Accuracy;	 0 to 2 KW actual; 0,5 mW; ± 2 % of reading at 10Kv; ±0,03 % of VA, ±O,5 Mw.	
Electrostatic interference suppression	Frequency modulation measurement system, configurable to +/- 5% or 10% of test frequency	
Reference impedance	Resistive element	
System for operating the test unit	An optional lap top used as controller, by using standard software and RS232 connection or USB/Ethernet	
Turns ratio testing	Test potential 10kVwith optional TTR capacitor	
Calibration in the field	Built-in field calibration reference module	
Correction/recording of environmental influence	Temperature/humidity probe	
Safety – Visual warning	Safety Strobe Light	
Portability	High-density plastic molded transport case to be supplied.	
High Voltage cable	18 m length, double shielded	
Operating temperature	0°C to +50°C;	
Calibration certificate	Certificate of accredited laboratory	
Language of the operating manual	English language	
Installation/Testing.	At KenGen – Central Workshop.	
Warranty	12 months	
Training	3 days theoretical and practical training at KenGen location.	

(b) DIELECTRIC OIL TESTER

Specifications	
Output Voltage	Up to 100kV rms symmetrical
Voltage measurement accuracy	05…100 kV ± 1 kVs
Voltage Slew rate	05…10 kV/s
Resolution (displayed)	0.1kV
Power Supply	240v - 50Hz
Internal Rechargeable battery	1 x 12v/7,2Ah
Switch-off time on flashover	<5 µs
Oil temperature range	0… 100°C
Temperature Resolution	1°C
Display	>2.5 inch - color
Selectable programs including	IEC 156/95
Interface	Specify
USB	USB memory stick
Operating Temperature (ambient)	0° … 60°C
Relative Humidity	Non condensing

Delivery Must Includes.

1. **2nos-Oil test vessels fitted with Mushroom electrodes 36mm dia.**
3. **Calibration Sheet**
4. **Integrated Printer**
5. **AC input Power Cable 240V**
6. **Integrated Battery(back up)**
7. **Comprehensive User Manual**
8. **4nos Magnetic stirrers.**
9. **Gap Setting gauges 1,2.5 and 5mm thick**
10. **Inbuilt printer with ribbons.**

(c) THREE PHASE POWER QUALITY ANALYZER.

SPECIFICATIONS	
Sampling Frequency	Min 200 Samples/cycle
Data Storage (internal memory.)	Min 2GB
Voltage (RMS) AC/DC	Phase to phase 1000v Phase to neutral 1000v
Current RMS (sensor dependant) AC/DC	0 to 6500A AC 0 to 1000A DC
Frequency (Hz)	40 to 70Hz
Other Measurements	kW, kVAR, kVA, PF, DPF, kWh, kVARh, kVAh, K-Factor, Flicker
Harmonics	1st to 50th, Direction, sequence
Power Source	9.6V NiMH rechargeable battery pack

	External AC supply: 0--240V AC ± 10% 50Hz)
Battery Life	**> Eight hours with display on** **<35 hours with display off (record mode)**
Communication Port	**RS-232**
Display	**Min.¼VGA (320X240) COLOR LCD**
	Performance details
	Records and display trend data as fast as once per second for one month for upto 25 variables
	Direct measurement of neutral current
	Transient detection on all V and 1 inputs
	Inrush current
	Calculation of Crest factors for V and C
	Calculation of the K Factor for transformers
	Calculation of short-term flicker
	Calculation of the Three-Phase voltage unbalance
	Measurement of harmonic angles and rates (referenced to the fundamental or RMS value) for voltage, current or power, up to 50th harmonic
	Display of harmonic sequencing and direction and calculation of overall harmonics
	Real time display of phasor diagrams including values and phase angles
	Monitors the average value of parameter, calculated for a period from 1 sec to 2 hours
	Measurement of active, reactive and apparent power per phase and their respective sum total
	Calculation of power factor, displacement power factor and tangent factor
	Recording, time stamping and characterization of disturbance (swells, sags and interruptions, exceedence of power and harmonic thresholds)
	Data View software included

(d)TRANSFORMER DISSOLVED GAS ANALYZER (DGA)

SPECIFICATIONS	
Gases to be measured in Transformer Oil	**Hydrogen) H2)** **Methane (CH4)** **Ethane (C2H6)** **Ethylene (C2H4)** **Acetylene (C2H2)** **Carbon monoxide (CO)** **Carbon dioxide (CO2)**

	Oxygen (O2) **Nitrogen (N2)** **TCG**
Portable dissolved gas analyzer – The gases to be measured in Transformer oil are as follows together with measurement range	**Nitrogen (N2) 500 - 100,000ppm** **Acetylene (C2H2) 1 -60,000ppm** **Carbon monoxide (CO) 1 - 60,000ppm** **Hydrogen (H2) 5 - 60,000ppm** **methane (CH4) 1 - 60,000ppm** **Ethylene (C2H6) 1 -100,000pm** **Ethane (C2H6) 5 - 100,000ppm** **Carbon dioxide (CO2) 1 -10,000ppm** **Oxygen (O2) 60 – 100,000ppm** **TCG 50 – 10,000ppm**
Resolution	**All gases: 1ppm**
Operating temperature range (standard)	**0 to 50°C**
Expected operating life	**>10 years**
Calibration Kit	**To be specified**
OTHERS	
Measurement Accuracy	**± 30%**
Measurement time	**10min**
Oil volume to be measured at once	**10 – 50 ml**
Power Supply	**Single phase 240v, 50 Hz ac**
Working Environment	**15 – 60°C**
Enclosure(Transporting kit)	**Cast aluminum, frame, cover and handles**
Conformity	**IEC – 60567 or latest**

PRICE SCHEDULE

Various Electrical Test Equipments for Central w/s.

	Equipment description	Type/Model	Qty	Unit Price	Total Price
1	**POWER QUALITY ANALYSER**		**1**		
2	**DIELECTRIC OIL TESTER**		**1**		
3	**AUTOMATIC CAPACITANCE & TAN DELTA TEST SET**		**1**		
4	**TRANSFORMER DISSOLVED GAS ANALYSER**		**1**		

For local suppliers
Total Cost
Discount (%) if any
Local Taxes, e.g. Duty, VAT, GoK, etc
Other Charges e.g. transport, handling
Total Cost to Central Workshop, Mombasa Road
Country of Origin
Currency of Tender
Delivery Period

For Overseas Suppliers	
Total **FOB** value to Nairobi/Mombasa Sea Port	
Discount (%) if any	
Sea freight charges Nairobi/Mombasa Port	
Other Charges (if any)	
Total Cost & Freight (CFR) Nairobi/Mombasa Sea Port	
Country of Origin	
Currency of Tender	
Delivery Period	

TENDERER'S NAME: _____

TENDERER'S SIGNATURE_____

COMPANY'S RUBBER STAMP_____

SECTION G

TENDER FORM

Date: _____

To: Kenya Electricity Generating Company
Stima Plaza Phase III, Kolobot Road, Parklands
P.O. Box 47946-00100,
NAIROBI, Kenya.

Gentlemen and/or Ladies:

Having examined the tender documents including Addenda nos…….……the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply **VARIOUS ELECTRICAL TEST EQUIPMENTS FOR CENTRAL WORKSHOP** in conformity with the said tender documents for the sum of

……

[total tender amount in words and figures]

or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

We undertake, if our Tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10% percent of the Contract Price for the due performance of the Contract, in the form prescribed by Kenya Electricity Generating Company Limited.

We agree to abide by this Tender for a period of 90 days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.
We understand that you are not bound to accept the lowest or any tender you may receive.

We hereby declare that we have not been debarred from any procurement process and shall not engage in any fraudulent or corrupt act with regard to this purchase.

Dated this _____ day of _____ 2010.

_____ _____

[signature] *[in the capacity of]*

Duly authorized to sign tender for and on behalf of _____

SECTION H

TENDER SECURITY FORM

(To be on Letter head of the Bank)

Whereas……. *[name of the tenderer]*
(hereinafter called "the tenderer") has submitted its tender dated ……..*[date of submission of tender]* for the Supply of **VARIOUS ELECTRICAL TEST EQUIPMENTS FOR CENTRAL WORKSHOP** *[name and/or description of the goods]*
(hereinafter called "the Tender")…….
KNOW ALL PEOPLE by these presents that WE…….
of…….. having our registered office at …… (hereinafter called "the Bank"), are bound unto Kenya Electricity Generating Company (KenGen. hereinafter called "the Procuring entity") in the sum of ……
for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____2010.

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or

2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

   (a) fails or refuses to execute the Contract Form, if required; or
   (b) fails or refuses to furnish the performance security, in accordance with the Instructions to tenderers;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

_____
[signature of the bank]

SECTION I

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 2010 between **Kenya Electricity Generating Company Limited** of Kenya (hereinafter called "the Procuring entity") of the one part and…… of……. *[city and country of tenderer]* (hereinafter called "the tenderer") of the other part:

WHEREAS the Procuring entity invited tenders for certain goods, viz **Supply of Various ELECTRICAL TEST EQUIPMENTS FOR CENTRAL WORKSHOP** and has accepted a tender by the tenderer for the supply of those goods in the sum of…… *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

    1. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

        (a) the Tender Form and the Price Schedule submitted by the tenderer;
        (b) the Schedule of Requirements;
        (c) the Technical Specifications;
        (d) the General Conditions of Contract;
        (e) the Special Conditions of Contract; and
        (f) the Procuring entity's Notification of Award.

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____(for the Procuring entity)

Signed, sealed, delivered by _____ the _____ (for the tenderer)

in the presence of_____

SECTION J

PERFORMANCE SECURITY FORM

(To be on Letter head of the Bank)

To: Kenya Electricity Generating Company Limited
Stima Plaza Phase III, Kolobot Road, Parklands
P.O. Box 47936-00100
NAIROBI, KENYA

WHEREAS ……..*[name of tenderer]*
(hereinafter called "the tenderer") has undertaken, in pursuance of Contract No._____ *[reference number of the contract]* dated _____ 2010 to supply **Various ELECTRICAL TEST EQUIPMENTS FOR CENTRAL WORKSHOP** *(*hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of……
[amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of……
[amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____2010.

Signature and seal of the Guarantors

_____
[name of bank or financial institution]

_____
[address]

_____
[date]

N/B This performance security should be in the letterhead of the guaranteeing Bank

MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE

(Must be filled by all applicants or tenderers' who choose to participate in this tender)

Name of Applicant (S)

……

You are requested to give the particulars in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. Part 2 (d) to part 2(i) must be filled.
You are advised that giving wrong or false information on this Form will lead to automatic disqualification / termination of your business proposal at your cost.

Part 1 – General

Business Name:……..……..…….
Certificate of Incorporation / Registration No. …….
Location of business premises: Country ……..…….
Physical address ……Town ……..…….
Building…… Floor…….
Plot No. ……Street / Road ……..…….……
Postal Address ……Postal / Country Code…….
Telephone No's …… Fax No's. ……..……
E-mail address ……
Website ……
Contact Person (*Full Names*) …… Direct / Mobile No's. ……..…
Title …… Power of Attorney (**Yes / No**) If **Yes,** attach written document.
Nature of Business (*Indicate whether manufacturer, distributor, etc)* ……..……..……..

(Applicable to Local suppliers only)
Local Authority Trading License No. …… Expiry Date ……..
Value Added Tax No.……

Value of the largest single assignment you have undertaken to date (***US$/KShs)*** ……
Was this successfully undertaken? **Yes / No**. ……(If **Yes**, attach reference)
Name (s) of your banker (s) ……..……..
Branches …… Tel No's. ……..……

Part 2 (a) – Sole Proprietor

Full names ……..……..……..…….
Nationality …….. Country of Origin ……...……..
*Citizenship details ……..……..…….
Company Profile ……. (*Attach brochures or annual reports in case of public companies)*

Part 2 (b) – Partnerships

Give details of partners as follows:

Full Names	**Nationality**	**Citizenship Details**	**Shares**
1.	.....	.....	.....
2.	.....	.....	.....
3.....	.....	.....	.....
4.....	.....	.....	.....

Company Profile ……(*Attach brochures)*

Part 2 (c) – Registered Company

Private or public ……
Company Profile ……(*Attach brochures or annual reports in case of public companies)*

State the nominal and issued capital of the Company
Nominal KShs ……..…….
Issued KShs ……..…….

List of top ten (10) shareholders and distribution of shareholding in the company.
Give details of all directors as follows:-

Full Names	**Nationality**	**Citizenship Details**	**Shares**

1……. …… …… ……

2…… …… …… ……..

3…… …… …… ……..

4…… …… …… ……..

Part 2 (d) – Debarment

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent or corrupt acts with regard to this or any other tender by KenGen and any other public or private institutions.

Full Names ……

Signature …….

Dated this ……day of ……2010.

In the capacity of ……

Duly authorized to sign Tender for and on behalf of ……

Part 2 (e) – Criminal Offence

I/We, (Name (s) of Director (s)):-

a) ……

b) ……

c) ……

d) ……

have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.

Signed ……

For and on behalf of M/s ……..

In the capacity of ……

Dated this ……day of ……2010.

Suppliers' / Company's Official Rubber Stamp …….

Part 2 (f) – Conflict of Interest

I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:

a) ……

b) ……

c) ……

d) ……

For and on behalf of M/s ……..

In the capacity of …….

Dated this ……day of ……2010

Suppliers' / Company's Official Rubber Stamp …….

<u>Part 2 (g) – Interest in the Firm:</u>

Is there any person / persons in KenGen or any other public institution who has interest in the Firm? Yes / No? …….. (*Delete as necessary)* Institution …….

…… …… ……

(Title) ***(Signature)*** ***(Date)***

<u>Part 2(h) – Experience</u>

Please list here below similar projects accomplished or companies / clients you have supplied with similar items or equipments in the last two (2) years.

<u>Company Name</u>	**<u>Country</u>**	**<u>Contract/ Order No.</u>**	**<u>Value</u>**
1…….	……	……	……
2. ……	……	…….	…….
3……	……	…….	…….

Contact person (Full Names) ……. E-mail address…….
Cell phone no ……. (**Note:** The person should be at the level of director)
*Attach proof of citizenship
* Attach certified copies of the following documents:

a) Previous orders from companies supplied before
b) Certificate of Incorporation / Registration
c) Tax Compliance Certificate (for local suppliers)
d) VAT Certificate (for local suppliers)
e) Audited Financial Statements / Accounts for the last two (2) years
f) Valid Local Authority / Trade License (for local suppliers)
g) The Power of Attorney)

***The above documents should be submitted if they are applicable to bidder.**

Part 2(i) – Declaration

I / We, the undersigned state and declare that the above information is correct and that I / We give Kenya Electricity Generating Company Limited authority to seek any other references concerning my / our company from whatever sources deemed relevant, e.g. Office of the Registrar of Companies, Bankers, etc.

Full names ……..
Signature…….……
For and on behalf of M/s ……..
In the capacity of ……
Dated this ……day of …….2010.
Suppliers' / Company's Official Rubber Stamp ……